



The Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

Matter of: Bay Business Machines, Inc.  
File: B-226086  
Date: January 30, 1987

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### DIGEST

Protester's expired bid may not be reinstated where in response to agency request for extension of bid acceptance period protester did not extend the bid to the date requested and another bidder did comply with the request.

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### DECISION

Bay Business Machines, Inc., protests that the General Services Administration (GSA) improperly determined that the bid the firm submitted in response to solicitation No. BO/TC-E-00656 had expired and could not be considered for award. We dismiss the protest.

Bids submitted in response to the solicitation, which was for typewriter maintenance and repair services, were due to expire on November 8, 1986. On October 24, GSA requested bidders to submit a Form 2981 extending their bid acceptance periods until December 8. Bay Business returned the form to GSA but indicated on it that the bid acceptance period was extended only until November 8. On December 9, GSA informed Bay Business that because the bid expired on November 8 the firm was ineligible to receive an award. Ocean State Business Machines, Inc. (Ocean State), another bidder, had extended its bid until January 4, 1987, and was awarded the contract.

Bay Business asserts that it intended to extend its bid acceptance period until December 8 and mistakenly inserted November 8 on the form it submitted to GSA. Bay Business protests that GSA had a duty to notify the firm of the mistake before the December 8 expiration date. Bay Business also notes that on December 4, in response to a specific request by GSA, the firm further orally extended its bid until January 1987. Finally, Bay Business protests that Ocean State only extended its bid until October 9, and GSA improperly corrected that firm's form to read January 4,

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1987. Bay Business requests that it be permitted to extend its bid acceptance period retroactively and thereby reinstate the bid.

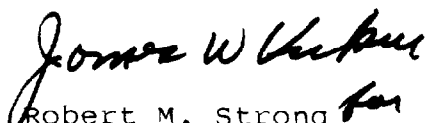
A bidder may not revive an expired bid where the bidder initially refused to extend, since it would be prejudicial to the other bidders that did extend for the agency to accept a revived bid in that circumstance. This is so because the bidder whose bid has expired would be in a position to control the government's ability to accept the bid, and thereby to limit exposure to the risks and uncertainties of the marketplace, whereas firms that extended their bids without a break in viability remained bound to their initial bid prices throughout the entire (initial plus extended) acceptance period. Arsco International, B-202607, July 17, 1981, 81-2 C.P.D. ¶ 46.

The effect of Bay Business inserting November 8 on the Form 2981 as the date its bid would expire, in response to GSA's request for an extension past that date, was a refusal to extend the bid, so that the bid expired after November 8. Whether the insertion of November 8 was a mistake does not change that fact, since a mistake may not be waived where it impacts on a material part of the bid like the acceptance period. See Lane Blueprint Co., B-216520, Oct. 23, 1984, - 84-2 C.P.D. ¶ 454.

Consequently, when GSA failed to award a contract by November 8, Bay Business became ineligible for award. In this respect, since Bay Business did not have a viable bid in existence on December 4, it could not orally grant an "extension" of its bid acceptance period at that time. We note that Bay Business' protest submission includes a letter to the firm from GSA stating that the agency was not aware that Bay Business' bid already had expired when, on December 4, it requested an extension into January 1987.

As to Bay Business' protest that GSA improperly permitted Ocean State to extend its bid acceptance period, GSA has advised Bay Business that Ocean State did initially insert on the Form 2981 October 9 as the date its bid would expire, but changed this to January 4, 1987, before submitting the form to GSA, i.e., GSA itself made no change to the form. Bay Business provides no reason for our Office to question this advice.

The protest is dismissed.

  
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General Counsel